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| If desired, this order (or copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order "Payment is requested in the amount of \$ No other invoice will be submitted " However, if the Contractor wishes to submit an invoice, the following information must be provided contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged. RECEIVING REPORT | | | | | | |
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TASK ORDER TERMS AND CONDITIONS

| NOT | SPECIFIED | IN | THE | CONTRACT | |
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A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

- [] See Addendum for the following in full text (if checked)
 - [] 52.216-18, Ordering
 - [] 52.216-19, Order Limitations
 - [] 52.216-22, Indefinite Quantity
 - [] 52.217-6, Option for Increased Quantity
 - [] 52.217-7, Option for Increased Quantity Separately Priced Line Item
 - [] 52.217-8, Option to Extend Services
 - [] 52.217-9, Option to Extend the Term of the Contract

A.3 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment A. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

Page 3

A.4 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor=s responsibility under this clause.

(End of Clause)

Delivery Order No. NRC-33-01-191-006

ATTACHMENTS

- 1. Billing Instructions
- 2. ACH Payment Information
- 3. Project Officer Authority
- 4. Place of Delivery Reports

(MARCH 1996) Page 1 of 3

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

<u>Number of Copies</u>: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

<u>Designated Agency Billing Office</u>: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission Division of Contracts - T-7-I-2 Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch Division of Facilities and Property Management Mail Stop - T-7-D-27 Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission One White Flint North - Mail Room 11555 Rockville Pike Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26 or Block 25 of the Standard Form 33, whichever is applicable.

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

<u>Preparation and Itemization of the Voucher/Invoice</u>: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

- 1. Contract number.
- Sequential voucher/invoice number.
- 3. Date of voucher/invoice.
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, including the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
- 5. Description of articles or services, quantity, unit price, and total amount.
- 6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
- Weight and zone of shipment, if shipped by parcel post.
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- Instructions to consignee to notify the Contracting Officer of receipt of shipment.

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

<u>Currency</u>: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No 1510-0 56 Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means, to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

| | AGENCY INFO | RMATION | | | | | |
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| FEDERAL PROGRAM AGE | NCY | | | | | | |
| U.S. NUCLEAR RE | GULATORY COMMISSION | | | | | | |
| AGENCY IDENTIFIER | AGENCY LOCATION CODE (ALC) | ACH FORMAT | | | | | |
| NRC | 31000001 | | СТХ СТР | | | | |
| ADDRESS DIVISION OF ACC | DUNTING AND FINANCE, MAIL STOP T-9 H | 14 | | | | | |
| WASHINGTON, DO | 20555-0001 | | | | | | |
| CONTACT PERSON NAME | | | TELEPHONE NUMBER | | | | |
| FINANCIAL OPERA | ATIONS SECTION | | (301) 415 - 7520 | | | | |
| | PAYEE/COMPANY I | NFORMATION | | | | | |
| NAME | | | SSN NO. OR TAXPAYER ID NO. | | | | |
| ADORESS | | | | | | | |
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| CONTACT PERSON NAME | E | | TELEPHONE NUMBER. | | | | |
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| | FINANCIAL INSTITUTION | ON INFORMATION | | | | | |
| NAME | | | | | | | |
| ADDRESS | | | | | | | |
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| ACH COORDINATOR NA | MF | | TELEPHONE NUMBER | | | | |
| | | | () | | | | |
| NINE-DIGIT ROUTING TE | RANSIT NUMBER. | | | | | | |
| DEPOSITOR ACCOUNT | TITLE | | | | | | |
| DEPOSITOR ACCOUNT | NUMBER. | | LOCK BOX NUMBER. | | | | |
| ACH FORMAT: | CHECKING SAVINGS | LOCK BOX | | | | | |
| SIGNATURE AND TITLE | OF AUTHORIZED OFFICIAL. | | TELEPHONE NUMBER: | | | | |
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Instructions for Completing SF 3881 Form

- Agency Information Section Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
- 2. Payee/Company Information Section Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
- 3. Financial Institution Information Section Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

ATTACHMENT 3

PROJECT OFFICER AUTHORITY

The Contracting Officer's authorized representatives hereinafter referred to as the Administrative Project Officer and Technical Project Officer for this order are:

Name:

Louis H. Grosman

Address:

Office of the Chief Information Officer

Mail Stop: T-6-F4

Telephone:

301-415-5826

- 5.1 Performance of the work under this delivery order is subject to the technical direction of the NRC Project Officer. The term "technical direction" is defined to include the following:
 - 5.1.1 Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.
 - 5.1.2 Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
 - 5.1.3 Review and, where required by the order, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the government under the order.
- 5.2 Technical direction must be within the general statement of work stated in the order. The Project Officer does not have the authority to and may not issue any technical direction which:
 - 5.2.1 Constitutes an assignment of work outside the general scope of the order.
 - 5.2.2 Constitutes a change as defined in the "Changes" clause of the blanket purchase agreement.
 - 5.2.3 In any way causes an increase or decrease in the total estimated order cost, the fixed fee, if any, or the time required for order performance.
 - 5.2.4 Changes any of the expressed terms, conditions, or specifications of the order.
 - 5.2.5 Terminates the order, settles any claim or dispute arising under the order, or issues any unilateral directive whatever.

- All technical directions must be issued in writing by the Project Officer or must be confirmed by the Project Officer in writing within 10 working days after verbal issuance. A copy of the written direction must be furnished to the Contracting Officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the Contracting Officer.
- 5.4 The contractor shall proceed promptly with the performance of technical directions duly issued by the Project Officer in the manner prescribed by this clause and within the Project Officer's authority under the provisions of this clause.
- If, in the opinion of the contractor, any instruction or direction issued by the Project Officer is within one of the categories as defined in Section 4.2, the contractor may not proceed but shall notify the Contracting Officer in writing within 5 working days after the receipt of any instruction or direction and shall request the Contracting Officer to modify the order accordingly. Upon receiving the notification from the contractor, the Contracting Officer shall issue an appropriate modification or advise the contractor in writing that, in the Contracting Officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- 5.6 Any unauthorized commitment or direction issued by the Project Officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the order.
- 5.7 A failure of the parties to agree upon the nature of the instruction or direction or upon the order action to be taken with respect thereto is subject to 52.233-1 Disputes.
- 5.8 In addition to providing technical direction as defined in Section 4.1, the Project Officer shall:
 - 5.8.1 Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - 5.8.2 Assist the contractor in the resolution of technical problems encountered during performance.

- 5.8.3 Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this order.
- 5.8.4 Assist the contractor in obtaining the badges for the contractor personnel.
- 5.8.5 Immediately notify the Security Branch, Division of Facilities and Security, Office of Administration (SEC/DFS/ADM) (via e-mail) when a contractor employee no longer requires access authorization and return the individual's badge to SEC/DFS/ADM within 3 days after their termination.

ATTACHMENT 4

PLACE OF DELIVERY-REPORTS

The items to be furnished hereunder shall be delivered to the individuals reflected below, with all charges paid by the contractor, and shall be provided by the established delivery date:

7.1 Name: Louis H. Grosman, Project Officer (2 copies)

Address: U.S. Nuclear Regulatory Commission

Office of the Chief Information Officer

Mail Stop: T-6-F

Washington, D.C. 20555

7.2 Name: Sharon D. Stewart (1 copy)

c/o Brenda J. DuBose, Contract Specailist

Address: U.S. Nuclear Regulatory Commission

Division of Contracts

Contract Management Center 1

Mail Stop: T-7-19

Washington, D.C. 20555